

# **EXHIBIT K**

# BILL WISSER

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305-672-2448 for studio >>> 305-632-0840 for mobile  
565 NW 44th Street, Miami, FL 33127  
bill@billwisserphoto.com

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Tax ID 059-38-6836  
Invoice 160403

April 17, 2016  
Payable on receipt

## **Invoice**

**TO:** *Miami New Times*  
Attn: Miche Ratto  
2750 NW 3 Ave., Suite 24  
Miami FL 33127

**For:** The creation of 41 photographs of the Ariete restaurant, plus the grant of a license for *Miami New Times* to publish from one to two of these images in one issue of its print edition, and a larger selection of them as a slideshow in the corresponding on-line edition of that issue, and to archive that slideshow on the *Miami New Times* website indefinitely. Plus Bill grants Village Voice Media a license to re-use any of the submitted images in any of its VVM publications (providing there is a corresponding additional usage payment to Bill Wisser at the publication's prevailing re-use rate or more), plus Bill grants VVM the right to use the originally published images (in their original page context) in its promotional materials for no additional charge. Bill further grants *Miami New Times* exclusive editorial rights to these 41 images for 45 days after its first publication of the first one of them.

VVM must with all its uses of these photographs, and as part of its payment to Bill Wisser, include his credit line "billwisserphoto.com" in reasonably legible type in, or adjacent to, the photograph. For online or other digital media usage, the credit line "billwisserphoto.com" shall be included as a clickable hot link.

The copyright and all other rights to all photos from the shoot are reserved by Bill Wisser; and any additional uses not specified above require his prior, written permission.

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***Miami print and Miami on-line usage fee:***

***\$200.***

***The usage rights specified above transfer only upon Bill's receipt of full payment.***

***Please make checks payable to: Bill Wisser*** Additional Terms & Conditions are on following pages.

***Thank you!***

**Terms & Conditions:** 1/ Publication of Image(s); or acceptance of image(s) sent for research or possible use; or payment of a fee to schedule a shoot constitutes acceptance of these Terms & Conditions.

2/ "Image(s)" means all viewable renditions furnished by the Photographer, whether captured or stored in photographic, magnetic, optical or any other medium whatsoever.

3/ Except as otherwise specifically granted, licensed and stated on the first page of this invoice, all Images and rights therein, including without limitation the copyright and all usage rights in all media, remain the sole and exclusive property of Bill Wisser. Any additional uses of the Images not specifically granted and authorized by this invoice must be negotiated and contracted for prior to such usages, or they will be considered unauthorized. Client understands and agrees that the reasonable and stipulated amount which shall be paid by Client to Bill Wisser for any use not specifically authorized by Bill Wisser prior to use shall be at least five times greater than Bill Wisser's normal fee for such usage had it been properly authorized, and that copyright infringement penalties, breach of contract, and other legal penalties may additionally be applied.

4/ Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and inures to the benefit of Bill Wisser, Client, Client's principals, employees, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder.

5/ For public relations or press release use of the photo(s), the credit line "billwisserphoto.com" shall be included with the photos in the materials that are distributed to the media.

6/ For news images or literal feature story images, the Client may not make or permit any alterations or retouching, except for normal color correction, sharpening, spotting, and/or cropping that is reasonable and does not distort the meaning of the photo. However, for fashion, glamour, editorial illustration, non-news, architectural, or advertising images, Client may make or permit other alterations or retouching, including but not limited to, additions, subtractions or adaptations in respect to the Images alone or with other material, subject to the provisions as stated in (7) below:

7/ Client will indemnify and defend Photographer against all claims, liability, damages, costs and expenses, including reasonable attorneys fees and expenses, arising out of any use or misuse of each Image. Photographer's liability for all claims shall not exceed in any event the total paid under this invoice. Unless agreed otherwise in writing prior to the photo assignment or stock photo licensing, Photographer is not responsible for obtaining model, property, and/or location releases; and unless, when the Image(s) are submitted, Photographer notifies Client that model, property, and/or location releases exist for the Image(s), Client should assume there are none. Client assumes full risk of loss or damage to or arising from materials furnished by client hereunder and warrants that said materials are adequately insured against such loss, damage, or liability, damages and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

8/ No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, oral authorizations for fees or expenses that could not be confirmed in writing because of insufficient time.

9/ If no qualified and authorized representative of the Client is present to art direct at the shoot, the Client must accept the Photographer's judgment as to the execution of the photograph and other related decisions.

10/ Client acknowledges responsibility to Bill Wisser for prompt payment of all charges for the commissioning and/or licensing of the Image(s), regardless of any arrangement Client may have with third parties, photographer Bill Wisser shall be first secured in the financial matters contained herein. 3

11/ This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence in the State of Florida, the Copyright Act of 1976 as amended, and the Digital Millennium Copyright Act. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Florida, and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of Florida or the United States District Court for the District of the State of Florida, Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event that Client infringes on Photographer's copyright in and to the works delivered herewith, then Photographer shall be entitled to obtain immediate injunctive relief to prevent further infringement and that Photographer shall not be required to post a bond to obtain injunctive relief, or if a bond is not waiveable, such bond shall not exceed \$100. And in the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

12/ Unless otherwise stated on the front of this invoice, full payment is due prior to publication or other use; and such publication or other use prior to payment shall be considered an unauthorized use.

13/ Magazine and ad schedules and plans can change, but all clients shall pay the full fee for a photo assignment after it has been produced, regardless of whether it runs or not; and so-called "kill fees" (i.e. partial payments) shall not be deemed adequate compensation in such situations – payment of the full fee is required.

14/ If a court finds any of these terms and conditions to be unenforceable, all other of these terms and conditions will remain in effect and enforceable.

15/ Reshoots: Client shall also be responsible for the full payment of an additional 100% of Bill Wisser's fee plus all additional expenses for any reshoot required by Client, except for any reshoot required by an act of God or the fault of a third party, in which case Client shall be responsible for payment of an additional 50% fee, plus all expenses, for the reshoot. However, if, in his sole discretion, Bill deems that he is partly or totally responsible for the need to reshoot, he may in his sole discretion waive part or all of any reshoot fee.

16/ Cancellations and postponements: After a Client schedules a shoot with Bill Wisser, Bill often turns down other assignment opportunities for those dates that he has reserved for the Client. Therefore, when the Client cancels or postpones a scheduled shoot, Client is responsible for payment of all expenses incurred up to the time of cancellation or non-weather postponement plus 50% of Bill Wisser's fee. And if notice of cancellation or postponement is given less than two (2) business days before the shoot date, client will be responsible for payment of all expenses and 100% of Bill Wisser's fee. Weather postponements: Unless otherwise agreed, Client will be charged a 100% fee if postponement is due to weather conditions on location, or a 50% fee if postponement occurs before departure to location. However, Bill Wisser can, at his sole discretion, waive part or all of any of the above-mentioned postponement or cancellation fees.

**ARTIST/PHOTOGRAPHER AGREEMENT**

Dear Bill Wisser,

This letter will confirm the agreement between you and Miami New Times, LLC regarding any artwork, photographs or other art of any description (hereafter collectively referred to as the “Artwork”) to be created by you and submitted for print or electronic publication in *Miami New Times* (the “Publication”).

1. You agree to prepare the Artwork as described by the Publication upon assignment and to deliver it in a form suitable for publication on or before the date specified upon assignment. You also agree to keep your editor advised of the progress of the Artwork, to revise the Artwork as requested by your editor and to provide your cooperation and pertinent research materials, including (but not limited to) subject names and telephone numbers, for the purpose of fact-checking and pre-publication review for accuracy, copyright and libel, and you agree to deliver complete and accurate information for captions for any photographs.
2. Upon assignment, we will agree upon the fee to be paid if the Artwork is published, the fee to be paid if it is not published and all documented expenses, approved by the managing editor or editor in chief, to be reimbursed upon submission of a detailed invoice. If we accept the Artwork for publication, payment will be made promptly upon acceptance. The Publication will have the right to edit, abridge and augment the Artwork (but will reasonably attempt to review with you any substantial changes to the Artwork). The Publication has no obligation to publish the Artwork.
3. You agree that you are an independent contractor, not an employee, and that neither the Publication, its officers, directors, employees, agents or assigns shall be liable for any of your acts or omissions in connection with the Artwork you submit under this Agreement. You understand that you can make no representations or commitments on behalf of the Publication.
4. The Publication will provide you with an IRS form 1099 at the end of the year reflecting all amounts paid to you for that year. You shall be responsible for all applicable taxes.
5. You shall retain copyright in the Artwork. In consideration of the monies to be paid to you for each item of Artwork, you hereby grant to the Publication and to Voice Media Group, Inc. the following rights:
  - a. *Editorial Rights.* Through the publication date of the issue in which the Artwork is published plus 45 days, exclusive worldwide periodical publication and syndication rights in the Artwork, in all languages and in all media (including but not limited to print, on-line, and any and all other electronic media) and the same rights non-exclusively thereafter;
  - b. *Promotional Rights.* Non-exclusive worldwide rights to cause the Artwork to be used for any promotional purposes for the Publication, including incidental uses of the Artwork as it appeared in or on the Publication as a prop in movie, television and theatrical productions, and to republish the Artwork at any time in future issues of the Publication, any anthology or similar collective work published by or at the direction of the Publication or any other Voice Media Group publication;
  - c. *Archival and Republication Rights.* Non-exclusive worldwide rights to publish, republish, display, transmit or cause the Artwork to be published, republished,

displayed or transmitted in whole or in part, in print, on-line or other electronic media now or hereafter known, whether or not owned or operated by the Publication or by Voice Media Group, without additional payment, including the right to make available any excerpt of the Artwork, and the Artwork individually and by itself and not as part of the entire Publication in which it originally appeared;

- d. *Cover Art.* The right to reproduce the actual cover (including the Publication's logo and any artwork and text which appear on the cover) in any medium for any purpose without additional payment;
  - e. *Photograph Rights.* With respect to multiple photographs taken at a shoot when on assignment for the Publication, whether or not used by the Publication, the Publication shall have exclusive rights to all such photos for a period of 30 days after the publication date of the issue in which one of the photographs appears. At the end of such 30-day period, you may publish, or grant rights to third parties to publish, one or more of the photographs, provided that to the extent one or more photos was used on the cover of the Publication, Publication shall have exclusive rights in perpetuity to such Artwork as cover art, and you agree not to publish or grant to third parties the right to publish such Artwork on the cover of any other publication.
6. You agree to release the Publication, its directors and officers, employees, agents and assigns from any claims rising from the previous publication of Artwork created by you and published on the Publication website or in any electronic archive or other format, under this or any similar agreement, written or oral.
  7. You represent and warrant the originality, authorship, authenticity and your sole ownership of the Artwork, and all rights in the Artwork; that the Artwork will not have been previously published; that you have not sold or agreed to sell any rights in the Artwork that would conflict with the rights granted to the Publication; and that any necessary permissions will have been obtained, copies of which you will deliver upon request. You also agree to use your best efforts and to take all reasonable precautions so that the Artwork, and your preparation of the Artwork, will not be libelous, obscene or infringe upon any copyright, right to privacy, proprietary right, or any other right of any person, firm or corporation or other entity, or violate any state or federal regulation, or create a legal claim against the Publication by any person or entity.
  8. The Publication will have the right to use your name, biography and likeness and the Artwork or any portion thereof in connection with the publication, advertising and promotion of the Artwork and the Publication; however, if the Artwork is reproduced in a print advertisement but is not used in its original context (e.g., the underlying Artwork used in a Publication cover is reproduced, as opposed to reproduction of the cover itself or a portion of the cover), you will be paid for such use and the fee for that use will be negotiated with you.
  9. Upon the exercise of any rights retained by you in the Artwork, you agree to provide the Publication the following credit: "First published in *Miami New Times*, 20 \_\_\_\_".
  10. This Agreement constitutes the entire agreement among us and replaces and supersedes all previous agreements, proposals, promises, representations, understandings and negotiations, whether written or oral, between us respecting the subject matter of the Agreement. This Agreement may not be modified without written consent of you and the Publication. Notwithstanding the foregoing, if you are a bargaining unit freelancer, then, to the extent this Agreement conflicts with the Voice Media Group, Inc./Local 2110 collective bargaining agreement (the "CBA"), the terms of the CBA will control.
  11. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed under the laws of said State.

Please sign and return the accompanying copy of this letter to confirm the foregoing understanding.

Very truly yours,

MIAMI NEW TIMES, LLC

Name: Miche Ratto

Title: Art Director

CONFIRMED AND AGREED:

Signed \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** Miche Ratto miche.ratto@miaminewtimes.com  
**Subject:** Re: Ariete coming  
**Date:** March 25, 2016 at 11:46 AM  
**To:** Bill Wisser bill@billwisserphoto.com

MR

No worries, thanks for the update Bill!

Do we have the next review's info out to you yet? Let me know if we don't and I'll get that to you ASAP.

Talk to you soon!

Miche Ratto

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Art Director  
Miami New Times & Broward/Palm Beach New Times  
305.571.7583 Office | 954.253.0576 Cell

On Mar 25, 2016, at 11:18 AM, Bill Wisser <bill@billwisserphoto.com> wrote:

Hey Miche —

I'm working on the Ariete pix — I'm a little behind schedule — but will send them to you later today.

Thanks!

allbest,

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billwisserphoto.com

565 NW 44th Street • Miami \* Florida \* 33127

Studio-Office: 305 672-2448 // Mobile Phone: 305 632-0840

e-mail // bill@billwisserphoto.com

<BW\_logo-bBrb-300a.jpg>



From: **Bill Wisser** bill@billwisserphoto.com   
Subject: Ariete coming  
Date: March 25, 2016 at 11:18 AM  
To: Michele Ratto Miche.Ratto@miaminewtimes.com



Hey Miche —

I'm working on the Ariete pix — I'm a little behind schedule — but will send them to you later today.

Thanks!

allbest,

**B I L L**

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e-mail    // // // // // // // // // // // // // // //    [bill@billwisserphoto.com](mailto:bill@billwisserphoto.com)





